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# AGREEMENT

Between

CITY OF JERSEY CITY,

HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY PUBLIC EMPLOYEES, INC.,

LOCAL 245

JANUARY 1, 1974, through DECEMBER 31, 1975

13  
TITLE: RESOLUTION RATIFYING LABOR CONTRACTS

The Council (as a whole) offered and moved adoption of the following resolution:

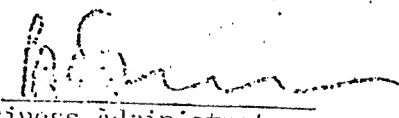
WHEREAS agreements have been entered into after bargaining sessions by and between the City of Jersey City and Jersey City Public Employees, Inc., Local 245; and

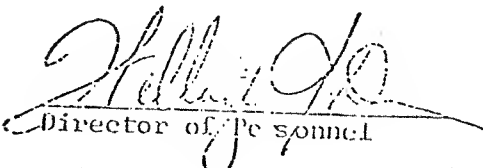
WHEREAS, the said agreements fully contain all that had heretofore been agreed upon by the parties; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the said contract;

Now, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the agreements entered into by and between the City of Jersey City and the JERSEY CITY PUBLIC EMPLOYEES, Inc. LOCAL 245 are hereby approved, and the Mayor or Business Administrator is hereby authorized to sign said agreements in behalf of the City of Jersey City.

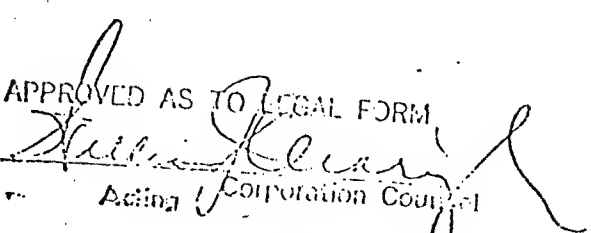
APPROVED:

  
Business Administrator

  
Director of Personnel

CORPORATION COUNSEL

APPROVED AS TO LEGAL FORM

  
Acting Corporation Counsel

JUN 18 1974

City Clerk

JERSEY CITY PUBLIC EMPLOYEES, INC.

LOCAL 245

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## PREAMBLE

This AGREEMENT entered into this       day of       , 1974, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "City"), and JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245 (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

## ARTICLE I

### RECOGNITION

A. The City hereby recognizes Local 245 as the collective negotiations agent for all non-supervisory blue and white collar employees in the Department of Public Works, including the following divisions: Auto services, sanitation, streets and sewers; engineering; forestry; facilities maintenance, and the water division, except for water meter readers therein, as well as employees within the Division of Human Resources in the Parks and Recreation Section. Excluded from this bargaining unit shall be all employees statutorily excluded by Chapter 303 of the Laws of 1968.

## ARTICLE II

### MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

## ARTICLE III

### UNION REPRESENTATIVES

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises notice shall be given within a reasonable time and that there

Article III continued:

shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. All meetings between the parties for purposes of negotiations, shall be scheduled whenever possible to take place when the employees involved are free from assigned duties. When, however, the parties mutually determine that a meeting shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed five (5) shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Employees who are elected officers, not to exceed five (5), shall be granted time off to attend municipal employees' conventions and union conventions concerning municipal employees, where authorized by State law.

D. One (1) member of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees.

E. Elected officers and Union delegates not to exceed five (5) shall be granted time off to attend local meetings and caucuses provided operation of the Department of Public Works is not impeded by the granting of such request.

F. The President of the Union or in his absence, his authorized representative shall be assigned to special duty, and except in emergencies, shall be entitled to devote full time to administering and enforcing the provisions of this Agreement.

#### ARTICLE IV

##### RETIREMENT

A. Employees shall retain all pension rights under the ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. A retiring employee shall receive full vacation time for the year in which he retires.

C. If legislation is passed mandating municipal employees to retire at age 55, with twenty (20) years of service, the City shall enact an appropriate ordinance adopting same.

#### ARTICLE V

##### EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively which in any way conflicts with the terms, intent and provisions of this Agreement.

#### ARTICLE VI

##### NON-DISCRIMINATION

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

ARTICLE VII  
LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for up to six (6) months for good cause to any employee who has been employed for a period of ninety (90) days. Said leave may be extended for good cause to a maximum of an additional six (6) months. A leave of absence may not be unreasonably withheld or denied.

ARTICLE VIII  
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Service Department of New Jersey.



## ARTICLE IX

### BEREAVEMENT OR FUNERAL LEAVE

A. In the event of death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, not to exceed five (5) days.

B. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, and any relative of employee residing in the employee's household.

C. Reasonable verification of the event may be required by the employer, the City.

## ARTICLE X

### EXCHANGE OR DAYS OFF

A. The City may grant the request of any employee to exchange hours, duty or days off but not as a practice but under certain circumstances warranting the same.

OK  
ARTICLE XI

MILITARY LEAVE

A. Employees employed by the City of Jersey City shall be granted all applicable rights with regard to military leave under the State statutes and Federal laws governing same.

ARTICLE XII

BULLETIN BOARD

A. The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use a bulletin board other than the ones provided by the City. The Director of the Department shall determine the exact locations and sizes of the boards to be installed.

ARTICLE XIII

DUES CHECK-OFF

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and

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Article XIII continued:

laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following the monthly pay period in which the deductions were made.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the general membership for the said increase in dues, prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the City Comptroller. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union prior to January 1 and July 1 of each year, a list of any employees requesting the termination of dues check-off.

## ARTICLE XIV

### WORK HOURS

A. The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

B. For employees in blue collar positions, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day.

C. For employees in white collar positions, the regular work week shall consist of not more than thirty-five (35) hours in any five (5) days, thirty (30) working hours and one (1) lunch period per day.

D. Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change.

E. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday.

## ARTICLE XV

### LONGEVITY

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00

## ARTICLE XVI

### HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election (Nov.) Day
Washington's Birthday	Armistice Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	

## ARTICLE XVIII

### CONDITIONS OF EMPLOYMENT

#### A. First Aid

1. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty. All vehicles will carry a first aid kit.

#### B. Safety Conditions

1. A safety committee will be formed, the number of members to be agreed upon and said safety committee will meet on a regular basis to discuss and correct unsafe conditions, vehicles, etc.

2. All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle

declared unsafe by Director of Automotive Services or qualified representative.

#### C. Sanitary Conditions

1. The City shall provide and maintain sanitary conditions in all facilities including toilets, areas of employment and designated eating areas.

Article XVI continued:

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

D. If the Mayor and Council of the City of Jersey City declare a special holiday for any other municipal employees, employees in this bargaining unit shall be entitled to such day off as well.

ARTICLE XVII

TERMINAL LEAVE

A.1. Current employees who retire shall receive terminal leave. Such leave shall be computed at the rate of two (2) days for each calendar year of service. Effective January 1, 1974, retiring employees shall receive one (1) additional terminal leave day. Added to such leave shall be any compensatory time off due prior to this agreement and vacation time due which is owed to the retiring employee.

2. All employees hired effective January 1, 1974, shall receive terminal leave to be computed on the basis of 40% of their unused sick leave.

B. Compensation for the accrued vacation and terminal leave time shall be paid at the time of retirement to the employee, unless the employee elects to utilize all accrued terminal leave immediately preceding his retirement.

## ARTICLE XIX

### SENIORITY

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surname.

C. Seniority lists shall be established in the appropriate work unit.

1. In cases of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor along with ability to perform and job titles.

2. The City and Union shall mutually agree on the job title for each piece of equipment and seniority shall prevail for the specific job title.

## ARTICLE XX

### CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provisions of this Agreement may be changed, supplemented or altered provided both parties mutually agree.



ARTICLE XXI  
PERSONAL DAYS

- A. Each employee shall receive three (3) personal days off

ARTICLE XXII  
NO-STRIKE PLEDGE

- A. The Union will actively discourage and will take whatever affirmative steps must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action.

- B. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE XXIII  
HEALTH AND SAFETY

- A. It shall be the obligation of each employee to report immediately upon notice to said employee damage to the vehicle assigned to the employee, or any malfunction of that vehicle.

Article XXIII continued:

B. When the temperature reaches in excess of 90 degrees, or below 20 degrees, employees working in the elements shall be permitted a recuperative break of up to fifteen (15) minutes of each hour.

C. No employee shall be required to go out on night emergency calls in dangerous areas of the City without a back-up, manpower permitting. The Safety Committee shall designate dangerous areas of the City as mutually agreed with the City.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. No employee within the bargaining unit shall have the right to discuss or resolve any grievance above Step One without the presence therein by the Union, whether such employee is a member or non-member of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City subject Article entitled "Grievance Procedure" A-2.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Union must be notified and made a party of each and every grievance and hearing.

(b) The immediate supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved, and filed with the Department Director, or his designee, within five (5)

Article XXIV continued:

days following the determination by the immediate supervisor.

(b) The Department Director, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination by the Department Director, or his designee, the matter may be submitted to the Business Administrator of the City of Jersey City.

(b) A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance by the Business Administrator. In the event the Business Administrator deems it valuable, during the interim ten (10) day period, a meeting may be held between the Business Administrator, the Union and the grievant.

Step Four:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn

from arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the service of the Arbitrator shall be borne equally between the City and the Union, if the Union is the moving party, otherwise the grievant shall bear one-half the expense. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties subject to legal remedies of the parties.

D. Miscellaneous Provisions

1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

ARTICLE XXV

VACATIONS

A. All permanent employees shall be entitled to the following vacation:

Amount of Service

Vacation Days

Up to end of first calendar year

1 working day for each month

1 to 5 years

17 working days

5 to 10 years

20 working days

10 to 15 years

25 working days

15 years and over

30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to end of first calendar year

1 working day for each month (not to exceed 10 working days)

Every year thereafter

10 working days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year the City shall notify the employee of the number of vacation days the employee has due.

E. All permanent employees who retire shall receive a lumpsum payment for all accumulated vacation time, or may utilize such time immediately preceding the date of retirement.

## ARTICLE XXVI

### SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment not to exceed ten (10) work days and ten (10) working days for each calendar year thereafter.

5. Paragraphs 2 and 3 of this Section (B) shall apply to permanent and temporary employees.

Article XXVI continued:

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within a reasonable time prior to starting time.

2. Failure to notify the employee's Supervisor or Foreman may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.

3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of



Article XXVI continued:

the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

#### ARTICLE XXVII

##### PROMOTIONS

A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards.

B. Promotions shall be made in accordance with Civil Service Law.

C. Examinations shall be conducted in accordance with Civil Service procedures.

#### ARTICLE XXVIII

##### OUT OF TITLE WORK

A. The probationary period for employees working in an acting capacity shall be sixty (60) days. Within the sixty (60) day period a test shall be called for by the City. After completion of the probationary period, an employee working in acting capacity shall receive an increase of either five (5%) per cent of the minimum of the title to which he is being assigned or the minimum pay for the

Article XXVIII continued:

title in which he is acting, whichever is greater.

B. Snow removal work, whether on regular time or overtime, shall not be assigned to supervisory employees for the performance of non-supervisory duties, except in the event there is insufficient non-supervisory manpower to perform the task. It is recognized by both parties, however, that the overriding obligation of both parties is to complete snow removal work and the snow removal task with manpower utilization determined in the best interest of fulfilling that obligation subject to the terms set forth in this section as to supervisory personnel.

ARTICLE XXIX

INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth.

B. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used in the performance of their duties and this shall include liability and collision coverage. Should the employee not have collision coverage, the City will assume coverage to a maximum of \$4,000. Should the employee have collision coverage, the City will pay the difference in premium for such coverage. The employee shall obtain from the employee's insurance carrier the difference in premium and present the same to the City.

C. The City shall provide life insurance in the amount of \$5,000 and accidental death and dismemberment insurance in the amount of \$5,000 for each employee up to the age of 65. Thereafter, the amount shall be reduced to \$2,000.

D. Hospitalization. Employees shall receive fully paid Blue Cross, Blue Shield, with Rider J and Major Medical to cover themselves and their dependents. In addition, said coverage, except for Rider J. shall be provided to all employees retiring after July 1, 1972, and if legislation permits, prior to July 1, 1972, as well.

E. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

F. The City shall have the right to change insurance carriers, so long as substantially similar benefits are provided.

#### ARTICLE XXX

##### OVERTIME

A. Employees working in excess of their regularly scheduled work week shall receive time and one-half for all hours so worked.

B. Employees not regularly scheduled to work on weekends as part of their normal work week shall be compensated as follows:

Article XXX continued:

1. For work performed on Saturdays, at the rate of time and one-half.

2. For work performed on Sundays, at the rate of double time.

3. For work performed on Holidays, triple time.

C. Employees recalled on emergency snow removal work, shall receive a minimum guarantee of four (4) hours at the premium rate, provided however the City shall have the right to retain the employees for that period of time.

D. There shall be no compensatory time given in lieu of work that can be considered overtime.

ARTICLE XXXI

WAGES

A. The City agrees to increase the salary of each employee by the following:

<u>4/1/74</u>	<u>10/1/74</u>	<u>4/1/75</u>	<u>10/1/75</u>
600.00	250.00	600.00	250.00

B. However, no maximum will be increased by more than ten (10%) per cent. All employees reaching the maximum will receive a wage apportionment bonus in a lump sum at the end of the contract which will be equal to the amount which they would have received if their rate had been increased accordingly.

C. Minimum to maximum schedules will be discussed in the contract beginning January 1, 1976.

## FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

SAVINGS CLAUSE

A. If any provision of this contract is found to be invalid by Legislation or by a Court or Administrative Agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1974, regardless of the date executed and shall terminate December 31, 1975.

B. Bargaining for the succeeding year of 1976 shall commence on or about August 1, 1975.

JERSEY CITY PUBLIC EMPLOYEES,  
INC., LOCAL 245

By: Thomas DeLuca

Attest:

Isabel J. Spencer

JERSEY PUBLIC DEVEL. INST.

CITY OF JERSEY CITY,  
HUDSON COUNTY, NEW JERSEY

By: Robert J. DeLuca

Attest:

Isabel J. Spencer

JERSEY PUBLIC DEVEL. INST.  
BY Constitution Art. 14, March 31, 1973